



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Réception des soumissions - TPSGC / Bid Receiving  
- PWGSC  
1550, Avenue d'Estimauville  
1550, D'Estimauville Avenue  
Québec  
Québec  
G1J 0C7

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> Electronic Runway Reports System	
<b>Solicitation No. - N° de l'invitation</b> T3033-180048/A	<b>Date</b> 2018-12-04
<b>Client Reference No. - N° de référence du client</b> T3033-180048	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$QCN-034-17565	
<b>File No. - N° de dossier</b> QCN-8-41172 (034)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2019-01-14</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Heure Normale du l'Est HNE
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Tremblay, Marial	<b>Buyer Id - Id de l'acheteur</b> qcn034
<b>Telephone No. - N° de téléphone</b> (418) 803-4088 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Transports Canada / Transport Canada Aéroport de Sept-Îles / Sept-Iles Airport 100 boul. Laure Est Sept-Îles (Québec) G4R 4K2	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du**  
**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**  
TPSGC/PWGSC  
601-1550, Avenue d'Estimauville  
Québec  
Québec  
G1J 0C7

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

## ELECTRONIC RUNWAY REPORTING SYSTEM

### SEPT-ILES AIRPORT TRANSPORT CANADA

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Requirement**

The requirement is detailed under Article 6.1 of the resulting contract clauses.

### **1.2 Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### **1.3 Trade Agreements**

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA) and the Canadian Free Trade Agreement (CFTA).

### **1.4 epost Connect service**

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

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## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual ( <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual> ) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### 2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the Request For Proposal, transmission of bids by facsimile to PWGSC will not be accepted.

You can submit your bid:

- (a) by mail at the following address:

Bid Receiving Unit  
Public Works and Government Services Canada (PWGSC)  
1550 D'Estimauville Avenue  
Quebec City, Quebec, Canada, G1J 0C7

or

- (b) by using the epost Connect service provided by Canada Post Corporation ([https://www.canadapost.ca/web/en/products/details.page?article=epost\\_connect\\_send\\_a](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a))  
The email address of PWGSC Quebec region Bid Receiving Unit is:

[TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca)

**NOTE THAT YOU SHOULD NOT SEND YOUR OFFERS DIRECTLY TO THIS EMAIL ADDRESS, BUT PROCEED THROUGH CANADA POST EPOST CONNECT SERVICE**

For more information on the procedure of epost Connect service, please refer to section "2. Epost connection" of section 08 (2018-05-22) Transmission by facsimile or by epost Connect of Standard Instructions (SI) 2003.

Below is the Web link to achieve directly Section 08 of SI:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/23#transmission-by-facsimile>

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### **2.3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

### **2.4 Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec, Canada.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

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## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Submit the Bid**

#### **3.1.1 Submit the Bid Electronically**

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

The bid must be gathered per section and separated as follows:

Section I:            Technical Bid  
Section II:           Financial Bid  
Section III:          Certifications

#### **3.1.2 Submit the Bid in Hard Copies**

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I:            Technical Bid ( 2 hard copies )  
Section II:           Financial Bid ( 2 hard copies )  
Section III:          Certifications ( 2 hard copies )

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

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### 3.2 Format Instruction for the Preparation of the Bid

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

1. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
2. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### 3.2.1 Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### 3.2.2 Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

##### 3.2.2.1 Exchange Rate Fluctuation Risk Mitigation

1. The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Bidder must submit form PWGSC-TPSGC 450, <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/450.pdf> Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.
2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.

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3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).
  4. At time of bidding, the Bidder must complete columns (1) to (4) on form PWGSC-TPSGC 450, for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.
  5. Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

### **3.2.3 Section III: Certifications**

Bidders must submit the certifications and additional information required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Criteria**

Mandatory criteria are included in Annex D.

##### **4.1.1.2 Rated Criteria**

Rated criteria are included in Annex E.

#### **4.1.2 Financial Evaluation**

The total price of each bid will be established using the following criteria:

- (a) Bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded. For evaluation purposes, bids received in a foreign currency will be converted to Canadian funds using the appropriate rate of exchange using the rate quoted by the Bank of Canada as being in effect on date of bid closing.
- (b) Bidders must submit their prices DDP destination; Delivered Duty Paid.

### **4.2 Basis of Selection**

Basis of selection is included in Annex F.

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## **PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION**

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### **5.1 Certifications Required with the Bid**

Bidders must submit the following duly completed certifications as part of their bid.

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, if applicable, the Integrity declaration form available on the Forms for the Integrity Regime website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

### **5.2 Certifications Precedent to Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

#### **5.2.1 Integrity Provisions - Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

### 5.2.3 OEM Certification

- (a) Any Bidder that is not the Original Equipment Manufacturer (OEM) for every item of hardware proposed as part of its bid is required to submit the OEM's certification (Annex G) regarding the Bidder's authority to provide and maintain the OEM's hardware, which must be signed by the OEM (not the Bidder). No Contract will be awarded to a Bidder who is not the OEM of the hardware it proposes to supply to Canada, unless the OEM certification has been provided to Canada. Bidders are requested to use the OEM Certification Form (Annex G) included with the bid solicitation. Although all the contents of the OEM Certification Form are required, using the form itself to provide this information is not mandatory. For Bidders/OEMs who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided.
- (b) If the hardware proposed by the Bidder originates with multiple OEMs, a separate OEM certification is required from each OEM.
- (c) For the purposes of this bid solicitation, OEM means the manufacturer of the hardware, as evidenced by the name appearing on the hardware and on all accompanying documentation.

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#### 5.2.4 Software Publisher Certification and Software Publisher Authorization

- (a) If the Bidder is the Software Publisher for any of the proprietary software products it bids, Canada requires that the Bidder confirm in writing that it is the Software Publisher (H.1 of Annex H). Bidders are requested to use the Software Publisher Certification Form included with the bid solicitation. Although all the contents of the Software Publisher Certification Form are required, using the form itself to provide this information is not mandatory. For bidders who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.
- (b) Any Bidder that is not the Software Publisher of all the proprietary software products proposed in its bid is required to submit proof of the Software Publisher's authorization (H.2 of Annex H), which must be signed by the Software Publisher (not the Bidder). No Contract will be awarded to a Bidder who is not the Software Publisher of all of the proprietary software it proposes to supply to Canada, unless proof of this authorization has been provided to Canada. If the proprietary software proposed by the Bidder originates with multiple Software Publishers, authorization is required from each Software Publisher. Bidders are requested to use the Software Publisher Authorization Form included with the bid solicitation. Although all the contents of the Software Publisher Authorization Form are required, using the form itself to provide this information is not mandatory. For Bidders/Software Publishers who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.
- (c) In this bid solicitation, "Software Publisher" means the owner of the copyright in any software products proposed in the bid, who has the right to license (and authorize others to license/sub-license) its software products

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## **PART 6 - RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

Notice: Numbering will be revised at contract award

### **6.1 Requirement**

The Contractor must provide an electronic runway reporting system, in accordance with the Requirement at Annex A.

#### **6.1.1 Optional Good and Characteristics**

The Contractor grants to Canada the irrevocable option to acquire the optional good and characteristics described at items 7 and 8 of Annex C of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced at contract award.

The Contracting Authority may exercise the option at contract award.

### **6.2 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### **6.2.1 General Conditions**

2010A (2018-06-21), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2010A/18>

### 6.2.1.1 Intellectual property infringement and royalties

Articles of Agreement, the "Intellectual Property Infringement and Royalties" section that is contained in general conditions 2030 (2016-04-04) are included. <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2030/18#intellectual-property-infringement-and-royalties>

### 6.2.2 Supplemental General Conditions

The following Supplemental General Conditions apply to and form part of the Contract:

Number	Date	Title
4001	2015-04-01	Hardware Purchase, Lease and Maintenance <a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/4/4001/6">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/4/4001/6</a>
4003	2010-08-16	Licensed Software <a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/4/4003/4">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/4/4003/4</a>
4004	2013-04-25	Maintenance and Support Services for Licensed Software <a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/4/4004/5">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/4/4004/5</a>

### 6.2.3 Warranty Periods

#### 6.2.3.1 Hardware Warranty Period

The hardware warranty period is 12 months as indicated in section 14 of supplemental general conditions 4001 (2015-04-01).

#### 6.2.3.2 Software Warranty Period

Section 15 of supplemental general conditions 4003 (2010-08-16) is amended by replacing the period of ninety (90) days by 12 months.

All other provisions of the warranty section remain in effect.

## **6.3 Term of Contract**

### **6.3.1 Period of the Contract**

The period of the Contract is from date of Contract until the end of the warranty period inclusive.

### **6.3.2 Delivery Period**

All the deliverables, including installation, commissioning, and training, must be received within a period of sixty (60) calendar days after the contract is awarded.

### **6.3.3 Liquidated Damages**

1. If the Contractor fails to deliver the goods and perform the services within the time specified in the Contract, the Contractor agrees to pay to Canada liquidated damages in the amount of \$300.<sup>00</sup> for each calendar day of delay. The total amount of the liquidated damages must not exceed 10 percent of the contract price.
2. Canada and the Contractor agree that the amount stated above is their best pre-estimate of the loss to Canada in the event of such a failure, and that it is not intended to be, nor is it to be interpreted as, a penalty.
3. Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any liquidated damages owing and unpaid under this section.
4. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.

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## 6.4 Authorities

### 6.4.1 Contracting Authority - PWGSC

The Contracting Authority for the Contract is:

Name: Marial Tremblay  
Title: Supply specialist  
Telephone: 418-803-4088  
E-mail address: Marial.Tremblay@pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### 6.4.2 Contact Information for the Client - Transport Canada

#### 6.4.2.1 Administrative Authority – Transport Canada

For all information related to invoicing and/or payments you may communicate with:

(to be completed at contract award by PWGSC)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile No.: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

**6.4.2.2 Technical Authority – Transport Canada**

The Technical Authority for the Contract is:

(to be completed at contract award by PWGSC)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

**6.4.3 Contractor's Representatives**

Name and telephone number of the person responsible for :

(a) Contract Manager:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

(b) Delivery, installation, commissioning, and training Follow up:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

## 6.5 Payment

### 6.5.1 Basis of Payment - Firm Lot Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm lot prices, as specified in Annex C for a cost of \$\_\_\_\_\_ (to be completed at contract award by PWGSC). Customs duties are included, and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### 6.5.2 SACC Manual Clauses

Number	Date	Title
C2000C	2007-11-30	Taxes - Foreign-based Contractor <a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/C/C2000C/1">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/C/C2000C/1</a>
H1000C	2008-05-12	Single Payment <a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/H/H1000C/2">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/H/H1000C/2</a>

## 6.6 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## 6.7 Certifications and Additional Information

### 6.7.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

## 6.8 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec, Canada.

## 6.9 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the supplemental general conditions:
  - (i) 4001 (2015-04-01), Hardware Purchase, Lease and Maintenance;
  - (ii) 4003 (2010-08-16), Licensed Software; and
  - (iii) 4004 (2013-04-25), Maintenance and Support Services for Licensed Software.
- (c) the general conditions 2010A (2018-06-21), General Conditions - Goods (Medium Complexity);
- (d) Annex A, Requirement;
- (e) Annex B, Minimum Performance Characteristics of Equipment;
- (f) Annex C, Basis of Payment; and
- (g) the Contractor's bid dated \_\_\_\_\_ (to be completed at contract award by PWGSC)

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## 6.10 Government Site Regulations

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

## 6.11 Electrical Equipment

All electrical equipment supplied under the Contract must be certified or approved for use in accordance with the Canadian Electrical Code, Part 1, before delivery, by a certification organization accredited by the Standards Council of Canada.

## 6.12 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destinations specified in the Contract and delivered: Delivered Duty Paid (DDP):

Transport Canada  
Sept-Iles Airport  
100 boul. Laure East  
Sept-Iles, Quebec G4R 4K2

Incoterms 2000 for shipments from a commercial contractor.

## **ANNEX A - REQUIREMENT**

### **A.1 Requirement**

Transport Canada would like to equip itself with an Electronic System that allows for the processing and transmission of various types of reports such as (but not limited to) Runway Surface Status Reports, Runway Inspection Reports and Electrical Inspection Reports for the Sept-Iles airport.

### **A.2 Documentation**

The following documentation must be available in French, in hard copy and electronic:

- One (1) user manual.

### **A.3 Installation and Commissioning**

The equipment and system must be installed, tested and functional in actual conditions at the Sept-Iles airport prior to the acceptance of goods for payment.

The installation and commissioning must be done on site at Sept-Iles airport.

It must be possible to update the equipment in case of changes to Nav Canada or Transport Canada requirements during the useful life of the equipment.

### **A.4 Training**

Training will be provided by the Contractor, on site at Sept-Iles airport, once the equipment placed in service and operationally.

A training in French for 5 to 10 people. Training will cover how to use the system. Training will be provided on-site after the commissioning.

Two training sessions of two hours must be given. One for the day shift (8:00 am to 4:30 pm) and the other one for the night shift (8:00 pm to 4:30 am).

### **A.5 Telephone or Internet Technical Assistance**

The Contractor must provide telephone or Internet technical assistance, in French, during the Sept-Iles airport working hours, Monday to Friday, between 8:00 a.m. and 4:30 p.m.

## ANNEX B - MINIMUM PERFORMANCE CHARACTERISTICS OF EQUIPMENT

The minimum performance characteristics of equipment listed in this annex are, first and foremost, the minimum requirements and do not constitute an exhaustive list.

Any characteristics of equipment required for operation of the equipment and not described in this annex are an integral part of the equipment and their cost is included in the contract value.

### B.1 Minimum Performance Characteristics of Equipment

Electronic Runway Reporting System:	
1	Equipment for the inspection vehicle: (a Chevrolet, Silverado 2018 pick-up truck)
1.1	Hardware and software mounted in the inspection vehicle, including the touch screen computer and keyboard, with graphic display of the airport.
1.2	The necessary hardware (e.g. adjustable pivot hinge) to be installed in the truck, to enable both the driver and passenger to use the device.
2	Report reception and transmission equipment:
2.1	LCD screen, minimum 12 inches.
2.2	Communication data transmitter/receiver for the vehicle (full coverage on the airside, without any user costs) to communicate the data to remote computer stations (ex: the field supervisor office, the airport administration personal).
2.3	The interface and equipment required to transmit the information from the runway condition reports to Nav Canada and other selected partners.
3	Infrared thermometer to check ground/air temperature, with electronic interface and display.
4	Other:
4.1	The proposed equipment and software must be able to collect and transmit the data according to the standards in Nav Canada's Canadian NOTAMJ Procedures Manual.
4.2	The proposed equipment must be compatible and functional with the SNOWiz system.
4.3	The software and reports must be in French.

## B.2 Optional Performance Characteristics of Equipment

The optional performance characteristics of equipment described below are performance characteristics of equipment not mandatory but desirable.

Refer to Annex [E Rated Criteria](#) and Item [7 Optional Characteristics](#) in Annex C.

1	The "Electronic runway reporting system" allows to include an interface to be compatible with the decelerometer that is currently inside the Transport Canada inspection vehicle [Brand: TES, Model: mk3] (see the pictures at subsection B.2.1 below).
2	The "Electronic runway reporting system" allows for the processing and transmission of wildlife reports
3	The "Electronic runway reporting system" allows for the processing and transmission of SMS (Safety Management System) reports

### B.2.1 Decelerometer Pictures



**ANNEX C - BASIS OF PAYMENT****C.1 Pricing**

- (a) Before submitting prices, please refer to clause **6.5 Payment** where it is mentioned, inter alia, that applicable taxes are not included in the prices.
- (b) In addition, refer to Annex A first, then to Annex B according to the sections specified in each item of the table below.
- (c) Please indicate the brand name and model offered and complete the last column of the following table:

ANNEX C - BASIS OF PAYMENT		
Item	Description	Firm Lot Price
1	Electronic runway reporting system <ul style="list-style-type: none"> <li>• Brand Name Offered: _____</li> <li>• Model Offered: _____</li> <li>• As per the minimum performance characteristics of equipment listed in section B.1 of Annex B.</li> </ul>	\$
2	Documentation <ul style="list-style-type: none"> <li>• As per section A.2 of Annex A.</li> </ul>	\$
3	Delivery <p>Goods delivered to the destination indicated in clause <b>6.12 Shipping Instructions - Delivery at Destination</b> of this document.</p>	\$
4	Installation and Commissioning <ul style="list-style-type: none"> <li>• As per clause <b>6.3.2 Delivery Period</b> of this document and section A.3 of Annex A; and</li> <li>• Labour, equipment, travel and living expenses included.</li> </ul>	\$

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ANNEX C - BASIS OF PAYMENT		
Item	Description	Firm Lot Price
5	Training of 2 hours per shift, on 2 shifts, for a total of 4 hours <ul style="list-style-type: none"> <li>As per clause <b>6.3.2 Delivery Period</b> of this document and section A.4 of Annex A; and</li> <li>Labour, equipment, travel and living expenses included.</li> </ul>	\$
6	Telephone or Internet Technical Assistance <ul style="list-style-type: none"> <li>As per section A.5 of Annex A.</li> </ul>	\$
<b>7</b>	<b>Optional Characteristics</b> <ul style="list-style-type: none"> <li>As per the optional performance characteristics of equipment described in section B.2 of Annex B.</li> <li>If they are offered, any or all of the optional characteristics can be confirmed as part of the contract upon contract award at the discretion of Transport Canada.</li> </ul>	
7.1	The "Electronic runway reporting system" includes an interface to be compatible with the decelerometer that is currently inside the Transport Canada inspection vehicle [Brand: TES, Model: mk3].	\$
7.2	The "Electronic runway reporting system" includes the processing and transmission of wildlife reports.	\$
7.3	The "Electronic runway reporting system" includes the processing and transmission of SMS (Safety Management System) reports.	\$
<b>8</b>	<b>Optional Good: One (1) quick-use decelerometer</b> that can be used as soon as the device is turned on, after a simple calibration taking a minimum of steps.	
Contract Value:		\$

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## **ANNEX D - MANDATORY CRITERIA**

The bid must meet the mandatory criteria specified in this annex. Bidders must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory criteria will be declared non-responsive. Each mandatory criterion should be addressed separately.

### **D.1 Mandatory Criterion # 1 - Minimum Performance Characteristics of Equipment Selected of Section B.1 of Annex B**

Although Bidders must propose products meeting all “minimum performance characteristics of equipment” required in section B.1 of Annex B; at the bid closing date, bids will be evaluated on the “minimum performance characteristics of equipment selected” listed in the table of “Minimum performance characteristics of equipment selected of section B.1 of Annex B”. Simply stating that the proposed product complies or that it meets the “minimum performance characteristics of equipment selected” is not enough. To demonstrate that their products meet all the “minimum performance characteristics of equipment selected”, Bidders must submit bid, proofs of compliance.

Bidders should complete the last column of the "Table of minimum performance characteristics of equipment selected of Annex B" hereafter using cross-referenced to the proofs of compliance; Bidders should indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers. The proofs of compliance must provide sufficient detail and explanation to allow evaluation and demonstrate that each the “minimum performance characteristics of equipment selected” is met.

Proof of compliance is defined as a document, such as a brochure and/or technical literature and/or a third party test report provided by a nationally and/or internationally recognized testing facility and/or a report generated by a nationally and/or internationally recognized third party software.

**Canada will evaluate only the documentation provided with a bidder's bid. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.**

- Please refer to the table on the next page:

<b>D.1 Mandatory Criterion # 1 - Minimum Performance Characteristics of Equipment Selected of section B.1 of Annex B</b>		➤ To be completed by Bidders Title of the document, and the page and paragraph numbers.
1	Electronic runway reporting system <ul style="list-style-type: none"> <li>Suggestion: Provide a brochure containing the technical data of the proposed system.</li> </ul>	
2	LCD screen, minimum 12 inches. <ul style="list-style-type: none"> <li>Suggestion: Provide a picture of the screen and the dimensions.</li> </ul>	
3	Infrared thermometer to check ground/air temperature, with electronic interface and display. <ul style="list-style-type: none"> <li>Suggestion: Provide a brochure containing the technical data of the proposed thermometer.</li> </ul>	
4	The proposed equipment and software must be able to collect and transmit the data according to the standards in Nav Canada's Canadian NOTAMJ Procedures Manual.	
5	The proposed equipment must be compatible and functional with the SNOWiz system.	
6	The software and reports must be in French.	

## ANNEX E - RATED CRITERIA

Bids which meet all the mandatory criteria will be evaluated and scored as specified in the tables inserted below. Each rated criterion should be addressed separately.

The technical merit score will be determined from the “[Optional performance characteristics of equipment](#)” of section B.2 of Annex B’ and described in the table below.

Bidders should complete the last column of the table hereafter using cross-referenced to the proofs of compliance; Bidders should indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers.

Proof of compliance is defined as a document, such as a brochure and/or technical literature and/or a third party test report provided by a nationally and/or internationally recognized testing facility and/or a report generated by a nationally and/or internationally recognized third party software.

### E.1 Rated Criteria

<b>ANNEX E – Rated Criteria</b>		<b>Number of points</b>	➤ To be completed by Bidders
Optional performance characteristics of equipment			Title of the document, and the page and paragraph numbers.
1	The “Electronic runway reporting system” may include an interface to be compatible with the decelerometer that is currently inside the Transport Canada inspection vehicle [Brand: TES, Model: mk3] (see the pictures at subsection B.2.1 below).	4	
2	The “Electronic runway reporting system” may allow for the processing and transmission of wildlife reports	10	
3	The “Electronic runway reporting system” may allow for the processing and transmission of SMS (Safety Management System) reports	6	
		<b>20</b>	<b>points</b>

## ANNEX F - BASIS OF SELECTION

### F.1 Highest Combined Rating of Technical Merit (20%) and Price (80%)

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
2. Bids not meeting "a. and b." will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 20% for the technical merit and 80% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available in Annex E multiplied by the ratio of 20%.

$\frac{\text{Total number of points obtained}}{\text{Maximum number of points available (20)}} \times 20 \text{ points}$
--

5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price (Contract Value) indicated in Annex C and the ratio of 80%.

$\frac{\text{Lowest evaluated price} \times 80 \text{ points}}{\text{Evaluated price}}$
---

6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid that obtained the highest technical merit score will be recommended for award of a contract.

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- ❖ The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 20/80 ratio of technical merit and price, respectively. The total available points equals 20 and the lowest evaluated price is \$50,000.

	Reference	Bid A		Bid D		Bid G		
Number of points obtained:	20	0		10		20		
Evaluated Price:	50,000 \$	50,000 \$		52,000 \$		57,000 \$		
Calcul.	Technical Merit Score:	20	$0 / 20 \times 20 \text{ points} =$	0.00	$10 / 20 \times 20 \text{ points} =$	10.00	$20 / 20 \times 20 \text{ points} =$	20.00
	Pricing Score:	80	$50,000\$ / 50,00\$ \times$ 80 points =	80.00	$50,000\$ / 52,000\$ \times$ 80 points =	76.92	$50,000\$ / 57,000\$ \times$ 80 points =	70.18
Combined Rating:				80.00		86.92		<b>90.18</b>
Rank:				3		2		<b>1</b>

The highest combined rating of technical merit and price in this example is Bid G. 

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**ANNEX G - ORIGINAL EQUIPMENT MANUFACTURER (OEM) CERTIFICATION FORM**

<b>Original Equipment Manufacturer (OEM) Certification Form</b>	
This confirms that the original equipment manufacturer (OEM) identified below has authorized the Bidder named below to provide and maintain its products under any contract resulting from the bid solicitation identified below.	
Name of OEM	
Signature of authorized signatory of OEM:	
Print Name of authorized signatory of OEM:	
Print Title of authorized signatory of OEM:	
Address for authorized signatory of OEM:	
Telephone no. for authorized signatory of OEM:	
Fax no. for authorized signatory of OEM:	
Date signed:	
Solicitation Number:	
Name of Bidder:	

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## ANNEX H - SOFTWARE PUBLISHER CERTIFICATION FORM

### H.1 Bidder itself is the Software Publisher

**Software Publisher Certification Form**  
(to be used where the Bidder itself is the Software Publisher)

The Bidder certifies that it is the software publisher of all the following software products and that it has all the rights necessary to license them (and any non-proprietary sub-components incorporated into the software) on a royalty-free basis to Canada pursuant to the terms set out in the resulting contract:

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[Bidders should add or remove lines as needed]

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## H.2 Bidder is not the Software Publisher

<b>Software Publisher Authorization Form</b> (to be used where the Bidder is not the Software Publisher)	
<p>This confirms that the software publisher identified below has authorized the Bidder named below to license its proprietary software products under the contract resulting from the bid solicitation identified below. The software publisher acknowledges that no shrink-wrap or click-wrap or other terms and conditions will apply, and that the contract resulting from the bid solicitation (as amended from time to time by its parties) will represent the entire agreement, including with respect to the license of the software products of the software publisher listed below. The software publisher further acknowledges that, if the method of delivery (such as download) requires a user to "click through" or otherwise acknowledge the application of terms and conditions not included in the bid solicitation, those terms and conditions do not apply to Canada's use of the software products of the software publisher listed below, despite the user clicking "I accept" or signalling in any other way agreement with the additional terms and conditions.</p> <p>This authorization applies to the following software products:</p> <p>_____</p> <p>_____</p> <p>[Bidders should add or remove lines as needed]</p>	
Name of Software Publisher (SP):	
Signature of authorized signatory of SP:	
Print Name of authorized signatory of SP:	
Print Title of authorized signatory of SP:	
Address for authorized signatory of SP:	
Telephone no. for authorized signatory of SP:	
Fax no. for authorized signatory of SP:	
Date signed:	
Solicitation Number:	
Name of Bidder:	

## ANNEX I - PRESENTATION OF YOUR BID

### I.1 Check List

Below is a checklist of the contents of your bid. This list is not an exhaustive list; it remains the Bidder's responsibility to prepare its bid in accordance with the instructions contained in the Request For Proposal (RFP) and provide a comprehensible and sufficiently detailed bid, including all requested pricing details that will permit a complete evaluation in accordance with the criteria set out in the RFP.

Pagination of <u>Document 1 of 2</u> (document of only 1 page)	
Page 1 ↓	Bidders should include with their bid, <b>the first sheet</b> of this RFP properly completed and signed. Refer to 2003 Standard Instructions mentioned in clause <b>2.1 Standard Instructions, Clauses and Conditions</b> .
Pagination of <u>Document 2 of 2</u> (document of 37 pages)	
Page 6 ↓	Bidders must submit their bid only to the address indicated in clause <b>2.2 Submission of Bids</b> .
Page 11	Bidders must pay attention on how bids will be evaluated and the winning bid selected. Refer to <b>Part 4 - Evaluation Procedures and Basis of Selection</b>
Page 12	<b><u>Applicable only if an offence has been committed</u></b> Bidders must provide with their bid the required documentation as indicated Clause <b>5.1.1 Integrity Provisions - Declaration of Convicted Offences</b> .
Page 12	Bidders must provide with their bid or promptly thereafter a <b>list of names</b> as indicated in clause <b>5.2.1 Integrity Provisions - Required Documentation</b> . <ul style="list-style-type: none"> <li>➤ Please refer to section "<b>17. Information to be provided when bidding, contracting or entering into a real property agreement</b>" of the following Web site:  <a href="http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html">http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</a></li> </ul>
Pages 13 and 33	Bidders must read Certification <b>5.2.3 OEM Certification</b> and should include with their bid, <b>Annex G - Original Equipment Manufacturer (OEM) Certification Form</b> duly completed.

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

T3033-180048/A

qcn034

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

T3033-180048

QCN-8-41172

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Pages 14, 34 and 35	Bidders must read Certification <b>5.2.4 Software Publisher Certification and Software Publisher Authorization</b> and should include with their bid, <b>Annex H - Software Publisher Certification Form</b> duly completed.
Page 19	Bidders should submit with their bid, clause <b>6.4.3 Contractor's Representatives</b> properly completed.
Pages 26 and 27	Bidders must include with their bid, <b>Annex C - Basis of Payment</b> duly completed.
Pages 28 and 29	Bidders must include with their bid, the necessary documentation to support compliance with the mandatory criteria and should include with their bid, <b>Annex D - Mandatory Criteria</b> duly completed.
Page 30	Bidders must include with their bid, the necessary documentation to support compliance with the mandatory criteria and should include with their bid, <b>Annex E - Rated Criteria</b> duly completed.